



An
Coimisiún
Pleanála

Inspector's Addendum Report

ABP-320852A-24

Development

Ten-year planning permission is sought for the expansion of existing Google Ireland Limited operations including the development of a data storage facility and all associated works. An Environmental Impact Assessment Report (EIAR) was submitted with the application.

Location

Grange Castle Business Park South and Profile Park, Baldonnell, Dublin 22, D22 X602.

Planning Authority

South Dublin County Council.

Planning Authority Reg. Ref.

SD24A/0164W

Applicant

Google Ireland Limited (GIL).

Type of Application

Permission.

Planning Authority Decision

Refuse.

Type of Appeal

First Party.

Appellant

Google Ireland Limited (GIL).

Observers

- John Conway and Louth Environmental Group
- Dr. Colin Doyle
- An Taisce

Date of Site Inspection

21st January 2025.

Inspector

Terence McLellan.

1.0 Introduction

- 1.1. This report is an addendum to my original Inspector's Report dated the 11th September 2025. Both reports relate to a First Party appeal against the refusal of planning permission for the development of a data centre. Please see Section 3 of the main Inspector's Report for further details. The following report considers two separate requests for Further Information made by the Commission under Sections 132 and 137 of the Planning and Development Act 2000 (as amended), respectively.

2.0 Section 132 Notice

- 2.1. At a meeting held on the 23rd October 2025, the Commission decided to defer consideration of this case and to seek Further Information from the Applicant under Section 132 of the Planning and Development Act 2000 (as amended). The Section 132 Notice was issued on the 4th December 2021 and the Commission requested the following information.

a) In relation to the statement in the appeal documentation that an Eirgrid Connection Agreement is in place which was signed on 20th July 2021, the Commission noted the Eirgrid Generation Capacity Statement in relation to demand capacity contracted prior to the CRU Direction of November 2021, that the Eirgrid Data Centre Connection Offer Process and Policy (Version 2.0 17 July 2020) outlines a two-step grid connection process with planning permission required before progressing to Stage 2 of the connection offer process and that DC1 and DC2 are not within the boundary of the current application for DC3. The Commission also noted the statement in the application and appeal that the proposal is to connect DC3 via a new High Voltage compound to be supplied from the Barnakyle substation. In this respect the Commission requested the following documents:

- i. Copy of Eirgrid Connection Agreement, highlighting the relevant clauses, which confirms that the existing power grid connection incorporates the full extent of the DC3 site.
- ii. Copy of the site plan and associated buildings to which the Eirgrid Connection Agreement relates and any updates indicating the inclusion

of the site area for DC3 which have been agreed with the System Operator.

- iii. Correspondence from the System Operator confirming that DC3, the structure the subject of this planning application, is covered within the Agreement.

b) The Commission noted that the proposed Power Purchase Agreement with Power Capital relates to 58MW which is due to come on stream in 2025, and the application indicates that the total energy consumption is 883GWh per annum. The Commission consider that as on-site renewable energy is not proposed to meet 100% energy demand, additional details specific to the subject application for DC3 are required. The Commission requested the following:

- i. Clarification as to energy requirements for the operation of DC3 (the subject of this application) and the overall existing campus (including DC1 and DC2).
- ii. Maximum energy generation capacity of the emergency generators associated with DC3.
- iii. Evidence of engagement with power purchase agreements (PPA) in Ireland (e.g. contracts/letters of agreement etc) and the level of renewable energy contracted which are specific to the subject application for DC3.

c) The modelling scenarios presented in the application to demonstrate compliance with relevant air quality standards and the calculation of the proposed increase in CO₂eq emissions during operation of the data centre is based on 100 hours of emergency operation per year in addition to one generator being tested continuously over the totality of the campus (DC1, DC2 and DC3). On the existing site (DC1 and DC2) the existing scenario is for 150 hours of emergency operation per year in addition to one generator being tested continuously. The Commission therefore requested the following:

- i. Clarification as to whether the 45 diesel generators associated with DC3 are solely to serve DC3 or if they relate to the wider campus (DC1 and DC2) particularly in the context of the mandatory demand protocols and flexible demand arrangements which are indicated in the appeal as being 'built into the connection agreement'.
- ii. Given that DC1 and DC2 are not included in the site boundary of this application, submit details of the scenario where DC1 and DC2 would operate as currently permitted.

2.2. The Applicant's response was received on 23rd December 2025 and included the following information:

- A written response from Arup addressing the matters raised by the Commission and accompanied by the following appendices:
 - Appendix 1 – Copy of a site plan pertaining to the connection agreement coverage area.
 - Appendix 2 – Copy of the Eirgrid Connection Agreement (redacted).
 - Appendix 3 – A letter from the Applicant's solicitor A & L Goodbody LLP in relation to CPPAs.

2.3. In the interests of natural justice, the Applicant's response was circulated to all parties under a Section 131 Notice (issued 6th January 2026). No response was received from any party.

3.0 Applicant's Response and Assessment

3.1. Item (a) Overview

3.1.1. In terms of overview, the Applicant (GIL) advises that capacity for the Google Data Centre Campus was allocated prior to the CRU Direction of November 2021, noting that Eirgrid has committed to supplying up to 130MVA from the existing Barnakyle substation and that the connection agreement was signed in July 2021. The original connection agreement was signed in June 2014 and related to a Maximum Import Capacity (MIC) of 50MVA, with the agreement being between GIL and ESBN as Distribution System Operator (DSO). In 2018 GIL made an application to increase the

MIC, transferring from ESBN to Eirgrid as the Transmission System Operator (TSO) who handles larger connections. It is stated that Eirgrid issued an offer letter in December 2019 which then formed the basis of the connection agreement signed in July 2021.

- 3.1.2. It is submitted that Eirgrid contracts with customers based on sufficient network capacity and it is then a matter for GIL under that connection agreement to distribute the overall power supply between the existing data centres (DC1 and DC2) and the proposed data centre (DC3).

3.2. Item (a) (i) Applicant Response

Copy of Eirgrid Connection Agreement, highlighting the relevant clauses, which confirms that the existing power grid connection incorporates the full extent of the DC3 site.

- 3.2.1. A redacted copy of the grid connection agreement has been submitted. The Applicant states that the connection agreement relates to a 130MVA demand facility located at Unit 502/3, Profile Park (the site). As submitted by the Applicant, the existing DC1, DC2, and proposed DC3 facilities are all located at this site, and it forms the data centre campus. As part of the connection agreement, Eirgrid agree to connect the facility to the transmission system at a specific 'connection point' – the Barnakyle substation.
- 3.2.2. The Applicant states that since entering into the connection agreement, they have met regularly with Eirgrid to discuss the technical and operational aspects of the agreement, including any works to be undertaken by GIL on a contestable basis, and as such have shared relevant technical details with Eirgrid during the design process, the output of which is included in the site plan at Appendix 1.
- 3.2.3. The Applicant advises that GIL has had to redact parts of the connection agreement that are confidential/commercially sensitive. Attention is drawn to the cover page and unredacted sections of the offer letter which form part of the agreement.

3.3. Assessment

- 3.3.1. In response to the first item requested by the Commission, the Applicant has provided a copy of the Eirgrid Transmission Connection Agreement with confidential and

commercially sensitive information redacted. I note that the Commission requested that relevant clauses be highlighted that confirm that the existing power grid connection incorporates the full extent of the DC3 site. This specific piece of information has not been provided. This may have been subject to redactions, or it may be the case that the Connection Agreement itself does not specify particular areas of land to which it relates. I address this matter in more detail under Item (a) (iii).

- 3.3.2. What is clear from the information provided is that the Connection Agreement relates to an agreement between Google Ireland Limited (GIL, the Applicant) and Eirgrid PLC for a 130MVA demand facility at Unit 502/3 Profile Park, as evident from the cover. Furthermore, the Eirgrid offer letter contained within the agreement also specifies the MIC of 130MVA at the Applicant's site. The offer letter acknowledges the transfer of the existing 50MVA connection from the DSO (ESBN) to the TSO (Eirgrid), in addition to an increase of the MIC from 50MW to 125MVA and subsequently 130MVA, following transfer, which forms the basis of the offer letter/agreement. Details of the method of connection and the transmission point are specified. Appendix 1 confirms that bays have already been installed at the Barnakyle substation.
- 3.3.3. I would also note that the original appeal submission was accompanied by a letter from the Applicant's solicitor, A & L Goodbody LLP, in relation to the Connection Agreement. Section 2.2 of this letter confirms the details provided by the Applicant, including the demand facility and the entitlement to import up to 130MVA to the existing and proposed data centre campus. The letter also confirms that the grid Connection Agreement is subject to a flexible demand arrangement, requiring GIL to reduce demand when instructed to do so by Eirgrid.
- 3.3.4. The development is located on the Applicant's existing campus, fully contiguous with the neighbouring operational data centre facilities. In my opinion the Applicant has submitted sufficient evidence that an executed Connection Agreement is in place, with a contracted MIC that is sufficient to power both the existing DC1/DC2 data centres and the proposed DC3 facility. Whilst I acknowledge that the Connection Agreement has been subject to substantial redactions on the grounds of confidentiality and commercial sensitivity, which is generally to be expected, I would note that Connection Agreements are essentially contracts between the system operator, in this case the TSO (Eirgrid), and the customer, governing the import of electricity at a specified

connection point and to a maximum import capacity, rather than an allocation of contracted capacity to individual buildings/installations or plots of land within a campus. On balance, I am therefore satisfied that sufficient information has been submitted to satisfy the Commission's request at item (a) (i).

3.4. Item (a) (ii) Applicant Response

Copy of the site plan and associated buildings to which the Eirgrid Connection Agreement relates and any updates indicating the inclusion of the site area for DC3 which have been agreed with the System Operator.

- 3.4.1. The Connection Agreement relates to the Eirgrid Barnakyle substation adjoining the site. The Applicant submits that the site plan submitted at Appendix 1 relates to the Connection Agreement. The site plan was submitted as part of the section 182A application (ABP Ref 320362-24) for the high voltage infrastructure to support the proposal, which the Applicant states to be the result of detailed design development work undertaken jointly by the Applicant, their consultant (Arup), and Eirgrid.
- 3.4.2. The Applicant states that Schedule 8 of the Connection Agreement contains all required customer details including location, equipment, and connection point. It is further stated that the Connection Agreement relates to the provision of sufficient network capacity for DC1, DC2 and the proposed DC3 facility.

3.5. Assessment

- 3.5.1. The Applicant has submitted a site plan at Appendix 1 of the submission. This site plan relates to a section 182A application (ABP Ref 320362-24) for a high voltage compound to support the proposal, which the Applicant states to be the result of detailed design development work undertaken jointly by the Applicant, their consultant (Arup), and Eirgrid.
- 3.5.2. The site plan broadly reflects that of the current application rather than being a confirmatory site plan which appears to be the request of the Commission. It shows the 'current' site outlined in red and the existing site/remainder of the campus outlined in blue and therefore within the Applicant's control. The Applicant maintains that the site plan reflects the Connection Agreement. I would draw the Commission's attention to the response and assessment to Items (a) (i) and (iii).

- 3.5.3. It may be the case that there is no such specific plan available in the suite of planning documents pertaining to this site historically or as part of the existing Connection Agreement that would meet the Commission's specific request. I note that the site plan submitted is that submitted to the Commission on an earlier Section 182A application for a high voltage compound to serve the proposed development. From my assessment of the drawing, what the site plan does confirm is that the proposed data centre (and the HV Compound), would be downstream of the existing grid connection point and that it forms part of the same customer installation/demand facility.
- 3.5.4. In my opinion, the proposal for a high voltage compound does not represent a new grid connection. Instead, it effectively serves as an internal electrical distribution network to distribute electricity within the customer's private network and as such I would consider it to be customer side infrastructure. Importantly, the point of connection to the grid, which together with MIC is the basis of the grid connection agreement, remains unchanged and the sole grid connection point. Furthermore, the MIC remains unchanged at 130MVA with no increase in contracted capacity and the high voltage compound effectively serves to distribute electricity within the customer's private network.
- 3.5.5. Having regard to the foregoing and noting that the connection agreement identifies the customer (GIL), the connection point (Barnakyle), the demand facility (the campus), the maximum import capacity (130MVA), and technical operating arrangements, including flexible demand arrangements, I consider that Item (a) (ii) has been satisfied.

3.6. **Item (a) (iii)**

Correspondence from the System Operator confirming that DC3, the structure the subject of this planning application, is covered within the Agreement.

- 3.6.1. The Applicant directs the Commission's attention to the responses to items (a) (i) and (ii) and states that Eirgrid has entered into the Connection Agreement with GIL to supply up to a maximum of 130MVA, and that as the Transmission System Operator (and regulated entity) which has prescribed policies and procedures, they do not provide supplemental confirmatory documentation of this nature.

3.7. **Assessment**

- 3.7.1. The Commission requested specific correspondence from the TSO confirming that the proposed DC3 is covered by the existing Connection Agreement. The Applicant relies on the responses to item (a) (i) and (ii) and has stated that Eirgrid, as TSO, does not provide supplemental confirmatory documentation of this nature. Whilst I have no current reason to dispute this claim, noting that procedures/personnel at Eirgrid may have changed and as such the approach to such requests may be treated differently, I am aware of a comparable development whereby Eirgrid did provide a supplementary letter.
- 3.7.2. In this respect I would draw the Commission's attention to case reference ABP-318180-23 relating to the development of a large data centre at an existing data centre campus in Cruiserath. As part of a Further Information request, the Commission (then the Board), requested a copy of the agreement with the TSO that clearly demonstrates a Connection Agreement allowing the connection of the proposed buildings to the grid. Whilst a letter from Eirgrid was not specifically requested in that instance, I note that one was provided. In any event, the intention behind the FI request was similar to the current case, to establish that there is an applicable Connection Agreement that covers the proposed facility.
- 3.7.3. In that case Eirgrid did provide a letter, dated 27th May 2025. A copy is provided in the current file for the Commission's information and is a matter of public record. In this letter, Eirgrid confirmed that the Connection Agreement related to the connection to the electricity transmission system of a demand facility comprising the existing data centre campus at Cruiserath, including that it provides for an MIC of 240 MVA and that this demand had been accounted for in the 10-year Generation Capacity Statement / National Resource Adequacy Assessment Methodology.
- 3.7.4. Importantly, the letter states that, *'as regards any specific buildings which may be the subject of any appeal to An Bord Pleanála (now An Coimisiún Pleanála), EirGrid has no involvement in the layout or configuration of customer facilities from the point at which the facility meets the transmission system, beyond contracting for their electricity supply'*. In essence, the Connection Agreement is between Eirgrid and the customer and governs the supply of electricity to a specified connection point and MIC rather than the individual buildings/plots of land and dispersal of power amongst them.

3.7.5. Whilst this aligns with my general understanding of connection agreements, it also supports the Applicant's view that Eirgrid contracts with customers based on sufficient network capacity and that it is then a matter for customers under the relevant Connection Agreement to distribute the overall power supply between the existing/proposed facilities that make up the demand facility. Consequently, I am of the view that sufficient information has been submitted to collectively consider items (a) (i), (ii), and (iii) of the Commission's request to be satisfied.

3.8. Item (b) (i) Applicant Response

Clarification as to energy requirements for the operation of DC3 (the subject of this application) and the overall existing campus (including DC1 and DC2).

3.8.1. The Applicant submits that the theoretical maximum energy consumption for the operation of DC3 is 883GWh per annum. The Applicant submits that DC1 and DC2 are currently operational and do not form part of this application but advises that they are served by the existing 50MVA capped connection. The contracted uplift of 80MVA and associated 883GWh relates to DC3 and the Applicant confirms that the contracted supply of 130MVA is sufficient for the combined existing DC1/DC2 and proposed DC3.

3.9. Assessment

3.9.1. The Applicant has provided details of the energy requirements of DC3 and has provided confirmation relating to the energy requirements of DC1 and DC2, noting that they are served by the existing capped 50MVA connection. I am satisfied that the Applicant has provided sufficient information to address the Commission's request.

3.10. Item (b) (ii) Applicant Response

Maximum energy generation capacity of the emergency generators associated with DC3.

3.10.1. The Applicant confirms that DC3 will be supported by 45 emergency generators, providing backup power in the event of utility failure and that the maximum emergency generator capacity is 110MW peak. The emergency generators will be limited to a total of 100 running hours per year for emergency situations, equating to a total theoretical annual power generation of 11GWh. It is noted that actual power generation would be significantly lower and with the exception of utility failure, would be limited to testing of

approximately one hour per month per emergency generator set, as required for scheduled maintenance and testing. The Applicant also notes the strict limits on annual runtimes which apply to existing emergency generators under GIL's current Industrial Emissions Licence from the EPA.

3.11. Assessment

- 3.11.1. The Applicant has clarified details of the maximum generation capacity of the DC3 emergency generators, and I am therefore satisfied that the Applicant has provided sufficient information to address this part of the Commission's request.

3.12. Item (b) (iii) Applicant Response

Evidence of engagement with power purchase agreements (PPA) in Ireland (e.g. contracts/letters of agreement etc) and the level of renewable energy contracted which are specific to the subject application for DC3.

- 3.12.1. The Applicant has responded to this point in the context of the requirements of EDE7 Objective 2 of the South Dublin County CDP. Firstly, the Applicant draws attention to the fact that the policy requires applicants to maximise on-site renewable energy to ensure as far as possible 100% power by renewable energy and where demand cannot be met in this way, provide evidence of engagement with power purchase agreements in Ireland (CPPAs/PPAs). In this respect, the Applicant submits that the requirement is to provide evidence of such agreements rather than to have them in place prior to the grant of planning permission.
- 3.12.2. The Applicant argues that it is not feasible to generate sufficient on-site renewable energy to meet 100% of demand for the proposed facility and that this would not be in line with practice for data centre operators with sites of this scale. The Commission's attention is drawn to the appeal submission which states that the Applicant has sought to maximise on-site renewable energy generation through measures such as PV panels and facilitating district heating. It is also indicated that the Applicant would accept a condition requiring PV panels across the extent of DC3 which would result in an increase of on-site generation of 1.4 GWh per annum.
- 3.12.3. The Applicant draws further attention to the appeal submission in relation to engagement with PPAs which have been pursued relative to the energy requirements of the proposed DC3 and the existing operational campus (DC1 and DC2). In this

respect the Applicant states that in 2021 GIL undertook an extensive Request for Proposals (RfP) process in which it engaged with various developers and utilities in the Irish Market to identify suitable CPPAs and Carbon Free Energy (CFE) Manager solutions. The Applicant submits that this has led to:

- Signing in June 2023 of a PPA for 58MW nameplate capacity of new to the grid capacity from the Tullabeg Solar Farm which is stated in the appeal submission to generate approximately 54GWh annually. This is now operational. (Solar PPA).
- Signing in March 2023 of an exclusivity agreement with a windfarm developer to enter a power purchase agreement to purchase renewable electricity from a windfarm (68MW) once certain development milestones are achieved. Once online, it would generate in excess of 200 GWh annually. (Wind PPA).
- GIL has a long duration energy storage agreement in place for dispatch/operation of a long duration energy storage device (20MW). (Battery Services Agreement).

3.12.4. The Applicant submits that long duration energy storage is critical for grid stability, that they provide frequency regulation, voltage support, and reserve capacity, mitigating the intermittency of variable renewable energy sources and enhancing system flexibility whilst supporting higher renewable penetration. The Commission's attention is drawn to advice from GIL's legal advisors, A&L Goodbody LLP, (Appendix 3) which outlines the arrangements that GIL currently has in place.

3.12.5. In terms of renewables specific to the project, the Applicant confirms that the Solar PPA and the Battery Services Agreement have been contracted in contemplation of the proposed development of DC3 in conjunction with the ongoing operation of DC1 and DC2. The Applicant also advises that GIL has an overarching ambition and public commitment to achieve full carbon free energy across global operations by 2030 through purchasing carbon-free energy, accelerating new and improved technologies, and transforming the energy system through partnerships and advocacy. In this respect the Applicant advises that GIL has invested significant time and resources towards achieving this, including employing dedicated staff to grow its renewable portfolio and bring projects and new technologies online.

3.13. Assessment

- 3.13.1. The Commission's request sought evidence of engagement with power purchase agreements (PPAs) in Ireland and the level of renewable energy contracted which is specific to the subject application for DC3. The Applicant confirms that the solar PPA and the Battery Services Agreement relate to the overall operation of the campus, including DC1, DC2, and proposed DC3. In this respect, it can therefore be taken that the wind PPA relates to the operation of proposed DC3. This PPA relates to an exclusivity agreement with a windfarm developer to purchase renewable electricity from a 68MW windfarm that would generate in excess of 200 GWh annually once operational. I note that this PPA is referred to in the legal advice from the Applicant's Solicitor, A & L Goodbody LLP, which states that the exclusivity agreement was signed in March 2023.
- 3.13.2. As set out in the main report, part of the Planning Authority's first reason for refusal was in reference to the lack of significant on-site renewable generation (below 100%). In this respect the Applicant has sought to engage with PPAs as provided for in EDE7 Objective 2 (c). The objective require development proposals to 'maximise on site renewable energy generation to ensure as far as possible 100% powered by renewable energy, where on site demand cannot be met in this way, provide evidence of engagement with power purchase agreements in Ireland (PPA)'.
- 3.13.3. The objective therefore seeks to seeks to maximise on site renewable energy generation and where 100% demand cannot be met in this way then evidence of engagement with power purchase agreements in Ireland (PPA) is required. The objective does not mandate 100% on-site provision, instead it recognises that 100% will not be achieved in all instances and therefore provides an alternative path to compliance through the PPA process. In this respect I do not consider that failure to provide 100% on-site renewable provision would constitute a material contravention of the CDP. Clearly the principle of the PPA process followed by the Applicant is explicitly provided for in the objective.
- 3.13.4. The Government Statement recognises that PPAs have a role to play in decarbonising the electricity sector and ensuring that demand growth from large energy users, such as data centres, reduces the cost of reaching renewable energy targets. Data centre

operators purchasing PPAs that add additional renewables, and use our electricity grid efficiently, can play a positive role in Ireland's renewable energy transformation.

- 3.13.5. I note that two of the three agreements indicated by the Applicant (solar and battery), would apply to both the existing DC1/DC2 and the proposed DC3, rather than being exclusively for DC3. Observations made on the appeal and also made as part of the subsequent S137 Notice (see below), raise concerns that unless PPAs are used for existing large energy users then they are not contributing to decarbonisation. I also accept that other observations raise issue regarding the fact that the PPA relates to the wider GIL operation as opposed to just DC3. In this respect, the wind PPA appears to be solely related to DC3.
- 3.13.6. However, as stated in the main report, I find that there are obvious benefits to providing a PPA that would provide renewable energy to the wider GIL campus and there is nothing in the policy that prevents this. In my opinion, sufficient evidence has been submitted that the Applicant has suitably engaged with PPAs and whilst I note that two of the three agreements would apply to the wider site rather than exclusively for DC3, I consider this to be broadly beneficial in that it would work towards offsetting the wider GIL operation.
- 3.13.7. I accept that the quantum of on-site renewable being proposed is minor in context, the reasons for this have already been considered in the main report. I also accept that CDP policy and the Government Statement generally seek a more comprehensive renewable provision than that secured on site or through the specified PPAs. That being said, and as indicated in the main report, I do not consider the negotiation of PPAs to be an exhaustive process and I note from the Applicant's submissions that the search for viable projects is ongoing.
- 3.13.8. As stated previously, the relevant policy objective of the CDP requires 100% on-site renewable generation as far as possible rather than mandating 100% provision. When this target is not met then the policy requires evidence of engagement with PPAs. Having regard to the foregoing, I am of the view that the Applicant has broadly complied with this policy. Whilst the PPAs entered into to date do not equate to the full energy requirements of DC3, I am mindful of the fact that the Applicant is seeking a ten-year permission and overall, I am satisfied that there would be adequate time to

allow further negotiation and development/completion of further PPAs equating to the energy needs of DC3.

3.13.9. I maintain that a condition should be imposed requiring GIL to enter into a further PPA(s) prior to the commencement of development, to secure new to the grid renewable energy that meets the energy requirements of DC3. As stated in the main report, with such a condition in place, I am of the view that the development would fully align with the requirements of the Government Statement in addition to the requirements of SDCDP policy EDE7 Objective 2 (c).

3.13.10. In this respect I would draw the Commission's attention to Condition 4 contained in the main report. This condition requires GIL to enter into a further PPA(s) prior to the commencement of development, to secure new to the grid renewable energy that meets the energy requirements of DC3. Part (d) of this condition specifies that 'the renewable energy generation covered by the PPA(s) shall be equal to or greater than the average electricity demand of the DC3 data centre.'. Requiring power to meet average demand could result in instances whereby additional power was being drawn from the grid, compromising the ability to meet additionality requirements. Having regard to the matter of additionality and having regard to observations made, I consider that part (d) of Condition 4 should be amended to read as:

(d) - The renewable energy generation covered by the CPPA/s shall be equal to or greater than the electricity demand of the DC3 data centre.

3.13.11. Having regard to the foregoing and the amended condition recommended above, I am of the view that the requirements of item (b) (iii) have been satisfied.

3.14. Item (c) (i) Applicant Response

Clarification as to whether the 45 diesel generators associated with DC3 are solely to serve DC3 or if they relate to the wider campus (DC1 and DC2) particularly in the context of the mandatory demand protocols and flexible demand arrangements which are indicated in the appeal as being 'built into the connection agreement'.

3.14.1. The Applicant confirms that the 45 no. diesel generators associated with DC3 will serve DC3 only. The Commission are directed to the response to (c) (ii) for details of

the EPA licensed emergency generators which serve the existing DC1 and DC2 in addition to the matter of mandatory demand and flexible demand.

3.15. **Assessment**

- 3.15.1. The Applicant has clarified that the 45 no. diesel generators on DC3 will serve that facility only. Matters relating to flexible demand are addressed under item (c) (ii). I am broadly satisfied that the request under item (c) (i) has been satisfied.

3.16. **Item (c) (ii) Applicant Response**

Given that DC1 and DC2 are not included in the site boundary of this application, submit details of the scenario where DC1 and DC2 would operate as currently permitted.

- 3.16.1. It is stated that DC1 and DC2 have a combined 24 generators and are limited to operating during an emergency scenario at 150 hours per year, as per the terms of the current Industrial Emissions (IE) Licence (P1189-01). DC3 would be served by 45 emergency generators.
- 3.16.2. The Applicant submits that GIL would be required to apply for a revision to its existing IE Licence in the event that planning permission is granted and prior to the commencement of operations. The revised IE Licence would include limitations on generator operation for DC3 similar to the existing IE Licence in respect of DC1 and DC2, and it is further submitted that all generators (DC1, DC2, and DC3) would be limited to emergency operation of no more than 100 hours per annum in accordance with the conditions described in the planning application and more specifically, the EIAR.
- 3.16.3. As stated in Section 7.2.3.2 of the EIAR, currently, in accordance with IE Licence P1189-01, the Applicant is permitted to operate its generators in emergency mode for 150 hours per annum, this is assumed for the existing situation. However, for the proposed situation, a limitation of 100 hours per annum is assumed to minimise total emissions from sites.
- 3.16.4. The Applicant submits that the IE Licence review application would be accompanied by the EIAR prepared for the planning application and that the assessments and assumptions included as part of the IE Licence review application will need to align

with those included in the EIAR. An air quality assessment will be included in the IE Licence review application which will cumulatively assess the emissions from DC1, DC2 and DC3. As noted above, the assumptions on which this assessment will be based will align with the assumptions detailed in the EIAR including the limitation on operational hours of the generators in emergency mode to 100 hours per year. The Applicant argues that whilst DC1 and DC2 are outside of the application site boundary for the proposal and permitted under separate planning permission, the operation of the emergency generators for DC1, DC2 and DC3 will all be regulated under the revised IE licence.

3.16.5. The Applicant further advises that mandatory demand protocols are in place for many demand side customers connected to the grid and that GIL's systems at DC1, DC2 and DC3 are and will remain capable of curtailing energy demand when instructed by Eirgrid and that this applies to all of GIL's energy import requirements, regardless of whether the capacity is 'firm' or 'flexible', noting that the connection agreement includes both firm and flexible components, with the firm component being for 70 MVA and the flexible component is for 60 MVA¹. The Applicant notes that there may be limited circumstances in which GIL would be required to run its back-up generation to ensure the continuity of safe and stable operation of the business but that such use would be subject to the licensed maximum running times and emissions limits included in the relevant IE Licence.

3.17. **Assessment**

3.17.1. In terms of flexible demand arrangements, I note that the Connection Agreement is subject to a 'flexible demand arrangement'. As noted in the Applicant's response and the main report, this requires GIL to reduce its demand to prescribed levels when instructed to do so by Eirgrid as TSO. The objective being to ensure grid efficiency and reliability. As noted by the Applicant, this applies to DC1, DC2 and DC3 and applies to all energy import requirements, regardless of whether the capacity is 'firm' or 'flexible'.

3.17.2. I note that the Commission requested details of a scenario whereby the existing data centres (DC1 and DC2) would operate as permitted, i.e. with the 24 emergency

¹ This appears to be a typo, with the firm component being 50MVA and the flexible component being 80MVA.

generators permitted to operate up to 150 hours per year, on the basis that they are not within the site boundary of the current application. The Applicant has not provided details of such a scenario.

- 3.17.3. The existing 24 back-up generators of DC1 and DC2 are tested for up to 150 hours per year in line with the terms of the current IE Licence. As noted by the Applicant, a revision to the IE Licence would be required in the event that planning permission is granted. Chapter 7 of the EIAR relates to Air Quality. As set out in this chapter, under the current operation of DC1 and DC2 at 150 hours emergency generator testing per year, annual NO₂ emissions reach 99.75% of the Air Quality Standard (AQS).
- 3.17.4. Under the proposed scenario, taking account of the 24 generators in DC1 and DC2 and the 45 proposed generators of DC3, there would be a drop in ground level concentrations of NO₂ and PM₁₀. As noted in the EIAR and in the main Inspector's Report, this would be achieved as a result of reducing the annual testing from 150 hours to 100 hours across all three facilities and resulting in a slight positive impact. My opinion remains unchanged that had the testing remained at 150 hours then I consider it likely that annual average NO₂ would have exceeded air quality standards. In the main Inspector's Report, I considered the approach taken by the Applicant to be broadly acceptable and therefore the main issue is whether or not the Commission can be satisfied that the 100 hour limit can/will be imposed on DC1 and DC2.
- 3.17.5. Firstly, I would acknowledge that DC1 and DC2 are within the blue line plan and fully within the Applicant's control. Furthermore, the Applicant has committed to imposing the 100 hour per annum testing limit on DC1 and DC2 and again, this is entirely within their control and has been explicitly stated as part of the particulars of the current application.
- 3.17.6. Added to this I would note that the proposed development cannot lawfully operate except in accordance with an Industrial Emissions Licence. In this respect the Applicant would legally be obliged to apply to the EPA for a revision of the existing Licence in order to accommodate the proposed development. The overall facility, DC1, DC2 and proposed DC3 would then operate under one revised IE Licence, and this is the recognised regulatory mechanism. The EIAR submitted with the current planning application would form an integral part of the documentation submitted with

the licence review application and would inform the review process and EPA assessment, noting that the EPA have a statutory responsibility for regulating emissions from the facility.

- 3.17.7. In undertaking that review, the EPA will be required to consider the environmental information accompanying the planning application, including the EIAR and the operational assumptions and mitigation that underpin the Air Quality Assessment (Chapter 7). Whilst I acknowledge that the Commission cannot predetermine the outcome of the EPA's statutory licencing process, the regulation of emissions is well within the EPA's statutory remit. Furthermore, having regard to the integrated operation of the data centres by a single operator, the statutory requirement for Industrial Emissions Licencing/review, and the respective roles of the Planning Authority and the EPA in regulating emissions, I am satisfied that the mitigation measures relied upon in the EIAR, including the proposed 100 hours testing regime across all three facilities, is capable of being secured prior to the operation of the proposed development and I remain satisfied that the proposal would not give rise to significant adverse effects on air quality.
- 3.17.8. However, I would also add that, given the presence of DC1 and DC2 within the blue line plan and the intended operation of all three data centres as a single facility by the Applicant, I am satisfied that should the Commission consider it necessary, the 100 hour testing limit for DC1 and DC2 could also be conditioned and this could be achieved by amending condition 16 as set out in Section 8 below.

4.0 Section 137 Notice

- 4.1. Subsequent to the Section 132 Notice, further policy/documents were published pertaining to large energy users in Ireland. These include:
- Large Energy User Action Plan (LEAP) – Government of Ireland (January 2026)
 - CRU Large Energy Users Connection policy – (CRU/2025236 (December 2025).
- 4.2. The Commission noted that these publications may form a material consideration in the determination of the appeal, with particular regard to the location of the proposed

data centre and how the development may be in accordance (or otherwise), with the requirements of CRY/2025236 with respect to grid connection, on-site generation, and/or storage capacity of the renewable energy additionality.

4.3. At a meeting held on the 15th May 2026, noting that the consideration of these publications would constitute a new issue, the Commission decided to further defer consideration of the case and to invite submissions from all parties to the appeal under Section 137 of the Planning and Development Act 2000 (as amended). The relevant Section 137 Notice was issued on 5th June 2026 and responses were received from:

- Google Ireland Limited (First Party)
- John Conway and Louth Environmental Group (observer)
- Dr. Colin Doyle (observer)
- An Taisce (observer)

4.4. **First Party Response**

4.4.1. A First Party response was received from Arup, for and on behalf of the Applicant, Google Ireland Limited, incorporating a letter from A & L Goodbody LLP solicitors. The response can be summarised as follows:

LEAP

- LEAP policy is high-level. Detailed legislation, regulatory decisions, and implementation plans will need to be developed in order to give effect to its ambitions.
- LEAP Policy focuses on 17 enabling actions that will promote investment in energy intensive sectors.
- Each of the enabling actions has been considered by the Applicant (appendix 1 of the submission).
- Many of the enabling actions are for public bodies such as Government, system operators, regulatory bodies etc. Actions to be specifically addressed by the Applicant include:

- Deliver Electricity Grid Investment - Whilst a matter for Government and system operators, GIL has already contributed to the development of a substation at Barnakyle and assisted generation assets.
- Energy System Planning - GIL provides predicted energy usage statistics to Eirgrid for system planning purposes.
- Demand Flexibility – The Connection Agreement includes flexibility requiring the demand load to be reduced when instructed by Eirgrid.
- Model LEU Demand Scenarios – GIL provides predicted energy usage statistics to Eirgrid for system planning purposes.
- Establish Data Centre Sector Roundtable – GIL confirms they would be pleased to be involved in collaborative roundtables.
- Connect Offshore Wind to Green Energy Parks – GIL’s previous submission sets out ambitions with regard to renewable energy procurement.
- LEU Efficiency and Emissions Reporting – Future compliance confirmed by GIL.
- LEAP Policy expressly does not preclude LEU development outside of strategic plan led locations and there is nothing in the LEAP Policy preventing the Commission from granting permission.
- GIL has an existing data centre campus and grid connection agreement. It can therefore be distinguished from other data centres that might attract investment in plan led locations.
- There is CDP support for a data centre in this location.
- The proposed development will be using existing infrastructure, including infrastructure that was future proofed to be utilised by the proposed development.
- The proposal is a more efficient use of land and electricity infrastructure, with less of an environmental impact than a greenfield site.

LEU Connection Policy (CRU Direction)

- The LEU Connection Policy relates to applicants seeking new or additional grid connection capacity.

- GIL has an existing grid connection agreement and there is no need for new or additional capacity. The LEU Connection policy does not therefore apply.

4.5. **Observers**

4.6. John Conway and Louth Environmental Group

- Significant weight should be attached to both documents. The application does not comply with the requirements and objectives contained therein.
- The Applicant's planning documents, reliance on an existing connections agreement, CPPAs, and sustainability commitments were advanced under an earlier policy framework and were prepared prior to publication of LEAP and the LEU Connection Policy (*CRU Direction*).
- Possession of a historic connection agreement does not demonstrate compliance with the current policy – LEAP and LEU Connection Policy.
- The Applicant refers to existing and proposed CPPAs however the material does not demonstrate the quantity of renewable energy associated with the development, whether it represents real additionality, timing of delivery, or whether it would proceed independent of the development.
- It cannot be concluded that the proposal satisfies the renewable energy additionality objectives that now form part of current policy for large energy users.
- Rooftop solar and decarbonisation measures are noted but it is not clear that the proposal includes sufficient dispatchable generation and storage capacity as required by the CRU Direction.
- The proposal represents a further expansion of a substantial data centre cluster in west Dublin. It is not demonstrated how this aligns with the locational and strategic objectives of LEAP, including the linking of future large scale energy demand with renewable energy development and a more regionally balanced energy system.
- Given electricity demand associated with modern data centres and the strategic importance of matters identified in LEAP and the CRU Direction, the Commission should adopt a precautionary approach.

- Having regard to LEAP and the CRU Direction, the materials before the Commission do not demonstrate compliance with requirements relating to additionality, dispatchable generation, storage capacity and wider electrical system resilience.

4.7. Dr. Colin Doyle

- Previous observations were based on climate grounds. LEAP and the LEU Connection Policy avoid any consideration of climate and would have a negligible bearing on the Commission's consideration of the case.
- The LEU Connection Policy would provide for additional supply in the event of stress on the grid and from an engineering perspective would facilitate the operation of the expanded data centres. Associated GHG emissions would remain unchanged.
- If proximate generation is required as per the LEU Connection Policy, then a new planning application would need to be made.
- If the Commission wants to ensure 80% truly renewable then this would need to be robustly set out in a condition, albeit likely impossible to achieve this level of renewables by 2030/35.

LEAP

- LEAP sets out a plan to facilitate more large energy users which would result in an even greater departure from legally binding emissions reduction and energy targets.
- LEAP is a long-term plan, but it would largely be reliant on large quantities of offshore wind which is unlikely to make a significant contribution until the mid/late 2030s (based on SEAI projections).
- Development of data centres prior to 2030 would be premature and would entail reliance on fossil gas and associated emissions, contrary to the CAP, noting that SEAI projections are that the 80% renewable target by 2030 will not be achieved.

- In terms of CPPAs, there is no prospect of additional renewables being available in the timescale to 2030 to mitigate emissions from new data centre loads.
- Increased data centre power demand in the ten years from now will reduce the % of renewables and increase emissions and total final energy consumption (TFEC).
- If LEAP is supported, then renewable generation will need to be in proximity to the site.

LEU Connection Policy (CRU Direction)

- The CRU Direction essentially permits connection to the grid if there is on-site or nearby matching electricity generation. This would require fossil gas with resulting GHG emissions.
- In the context of the proposal the same GHG emissions would occur, and climate impact would remain unchanged – significantly adverse.
- The CRU explicitly excluded consideration of climate on dubious legal grounds. Compliance with the CRU therefore does not indicate compliance with the CAP or national climate policy.
- The CRU requires 80% renewables on a glide path of 6 years. The 80% requirement was misguided and not supported by analysis.
- In terms of CPPAs, only a certain quantity of renewables can credibly be deployed by 2030. Any CPPA for 80% by new LEUs would just be a reassignment of this limited energy.
- Many renewable energy projects do not represent additionality as they would have happened in any event. Those that could be classed as additional (projects unable to succeed in RESS auctions due to higher costs), are unlikely to be acquired by data centre operators as they will be more expensive.
- It is incorrect to consider renewables projects that progress to market without PSO support as ‘additional’.
- True additionality would be almost impossible to meet through a standard CPPA in the timeframe to 2030.

- The requirement that renewables be generated in Ireland would likely be in breach of EU single electricity market rules.
- If the CRU 80% requirement is enforceable and if it is to align with LEAP, then significant additional renewables capacity will need to be developed.
- The large additional renewable energy requirements high light the planning implications of granting permission.
- If the Commission is minded to take on board the CRU 80% additional renewables requirement, then it could be set as a condition with wording such as provide for development of additional renewable energy supplies, with projects which are not currently consented, and which meet at least 80% of the annual energy demand of the development.
- Even if a condition were implementable, it would not contribute to decarbonisation objectives.
- Even sourcing 100% renewables would not result in decarbonisation of the grid as the additional renewable energy supply would be consumed by the new load.
- The condition could also include ‘alternative low carbon’, which would permit the importation of low carbon nuclear electricity from France via the planned interconnector. This would have minimal climate impact.

4.8. An Taisce

4.8.1. The Commission should note that the response from An Taisce is accompanied by additional documents which I have considered in my assessment and which are on file for the Commission’s information. The documents include:

- Copy of a submission from An Taisce, dated 4 April 2025, in response to the public consultation on the CRU Connection Policy for Large Energy Users Proposed Decision Paper.
- Copy of a submission made by Friends of the Irish Environment, dated 4 April 2025, in response to the public consultation on the CRU Connection Policy for Large Energy Users Proposed Decision Paper. This incorporates a report from Prof. Hannah Daly, University College Cork, and Fred Logue of FP Logue Solicitors.

4.8.2. The main points of the S.137 response from An Taisce can be summarised as follows:

LEAP

- LEAP does not assess the climate and emissions implications of continued increases in large energy user demand or impacts of further large energy user growth on the grid.
- LEAP fails to address the need to decarbonise existing energy demand and ensure compliance with legally binding emissions obligations.
- LEAP is primarily an action plan rather than a policy. It is mostly, if not fully, irrelevant to the subject proposal as it primarily relates to forward planning and developing a plan led approach for large energy users, with further measures relating to the development of further policy statements etc.
- The subject proposal's compliance with LEAP cannot be meaningfully assessed and LEAP should not be a material consideration in the determination of the appeal.
- LEAP directly states that Ireland's data centre policy is set out in the Government Statement on the Role of Data Centres in Ireland's Enterprise Strategy (2022).
- Whilst An Taisce have concerns with the Government Statement in regard to alignment/adherence to legally binding climate obligations and lack of Strategic Environmental Assessment, it does deal with specific data centre proposals in a way that LEAP does not.
- Without prejudice to An Taisce's position that LEAP is largely irrelevant to the subject proposal and that adherence with LEAP cannot be meaningfully assessed, should the Commission still consider the proposal in the context of LEAP, then the proposed on site solar does not provide sufficient energy to fall under the LEAP's position on co-location.
- The subject proposal is not compliant with Ireland's legally binding climate objectives.

LEU Connection Policy (CRU Direction)

- The LEU Connection Policy is subject to a legal challenge on the basis that it is non-compliant with the Climate Act and the EU Energy Efficiency Directive.
- Copy of submissions from both An Taisce and Friends of the Irish Environment to the consultation on the LEU Connection Policy, including expert analysis from Prof. Hannah Daly and Dr. Fred Logue, accompany the S.137 submission.
- The CRU decision and final policy did not resolve the issues raised in the An Taisce or FIE submissions and it is inconsistent with the Climate Act.
- The CRU contend that it does not have the legal mandate to deliver a connection policy explicitly requiring emissions reduction and offsetting but this is contested by Dr Logue's analysis in the FIE submission.
- The CRU LEU Connection Policy is therefore legally flawed and should not be a material consideration in the determination of the appeal.
- Without prejudice to An Taisce's position that the CRU LEU Connection Policy should not be taken into account in the determination of the appeal, should the Commission maintain its position to consider it then the following points should apply:
 - The CRU Policy does not address emissions and as such compliance with the CRU Policy does not equate to compliance with the Climate Act.
 - On-site solar is likely to be negligible, diesel generators are emergency use only, and no storage capacity is proposed. The proposal is therefore not aligned with the CRU in terms of on-site generation and/or storage capacity.
 - Unless a CPPA covers more than 100% of a data centre's peak demand or related emissions, it is not contributing to the decarbonising of the energy system.
 - A CPPA covering 100% peak power demand/emissions only covers new demand and does not contribute to decarbonising of the energy grid.
 - Current efficacy of CPPAs is questionable, and they are not included in the CAP as mitigation for the electricity sector.
 - The Applicant's CPPA re. Tullabeg Solar Farm is not specific to the proposed data centre. Clarity is needed on the quantity of the subject data centre's emission that will be offset by the CPPA.

- No data is provided in the EIAR to support the Applicant's claims of 60% carbon free energy in 2025.
- The proposal does not meet the CRU requirement that 80% of the demand be met with additional renewable energy projects. Renewables additionality has not been demonstrated by the Applicant.
- The CRU LEU Connection Policy should have undergone Strategic Environmental Assessment and cannot be reasonably used in the determination of the appeal.

5.0 **Assessment**

5.1. Many of the issues raised have been raised previously and as such have been dealt with either earlier in this report or within the main Inspector's Report, namely, Greenhouse Gas Emissions, Climate, CPPAs, renewables/additionality, and grid capacity. I do not intend to reassess these matters and as such the following assessment will focus on the Large Energy User Action Plan (LEAP) and the CRU Direction, their applicability to the proposed development, and any matters that arise through that process.

Large Energy User Action Plan (LEAP)

LEAP Summary

- 5.2. The Large Energy User Action Plan (LEAP) provides guidance regarding energy intensive sectors including data centres. It promotes a 'plan-led' approach to very large and energy intensive investments, such as hyperscale data centres, which due to their scale and energy consumption, will benefit from coordination with national infrastructure planning.
- 5.3. LEAP does not preclude LEU developments outside of strategic plan-led locations. Developments which are consistent with the NPF and Government policy, across all regions, will remain possible and desirable in the period before and beyond 2030. However, LEAP anticipates that a number of very large energy intensive projects will be best facilitated through these strategically prepared, nationally planned locations.

- 5.4. Specifically with regard to data centres, the publication of LEAP provides clarity on opportunities for future data centre investments. It reinforces the government's commitment to accelerating Ireland's twin digital and green transitions. LEAP, advances and complements the 2022 Government Statement; adopting a plan led approach to facilitating co-location opportunities and planning for green energy parks in regional locations. This will include the preparation of a National Planning Statement, establishing clear national policies on planning matters relating to sustainable energy parks and key enabling infrastructure.
- 5.5. It confirms that data centre developments will continue to adhere to the principles of the 2022 Government Statement on the Role of Data Centres in Ireland's Enterprise Strategy, which prioritises co-location with renewables.

Assessment

- 5.6. I have considered the various submissions made in respect of the Large Energy User Action Plan (LEAP). In my view, LEAP is currently a high-level Government policy framework that seeks to facilitate a coordinated and plan-led approach to future large energy user development in the state. The document identifies a programme of actions to be undertaken by Government and other public bodies including Planning Authorities, regulators and utilities operators/providers in order to facilitate the coordinated delivery of electricity infrastructure, renewable energy generation, and location of large energy users, having regard to strategic spatial planning. In this respect, a principal objective of LEAP is to identify strategically planned green energy parks, alignment of infrastructure investment with future demand, and importantly, the preparation of further planning and regulatory measures in order to fully realise the aspirations of the plan.
- 5.7. At present, I would consider LEAP to be an important expression of Government policy regarding supply and demand of electricity, decarbonisation of the grid and the coordinated location of large energy users. In this respect, it provides relevant strategic context to the large energy user landscape, however, I do not see that it can be applied on an individual case basis, given that it does not identify site specific spatial designations nor does it set out any development management criteria that can be applied in the determination of individual planning applications.

- 5.8. Clearly LEAP sets out an agenda for coordinated forward planning and is intended to inform and guide future planning policy and regulatory measures. As indicated previously, the document itself envisages that its objectives will be implemented over time through subsequent legislation and planning policy. It is therefore my opinion that LEAP establishes the broad intent and future direction of Government policy on large energy users rather than providing development management measures.
- 5.9. Whilst LEAP does set out a principal objective of identifying green energy parks as strategically planned locations for accommodating some types of large energy users, I would note that the document is explicit in that it does not preclude proposals for large energy users outside of such planned locations, none of which have yet been identified.
- 5.10. I am therefore of the view that whilst LEAP is an important strategic Government policy document that seeks to direct, inform, and coordinate future policy and regulatory measures in the context of large energy users and renewable energy, it does not establish any binding development management measures that can be reasonably applied to individual planning applications nor does it supersede the current statutory planning framework against which the proposed development must be assessed.

CRU Large Energy Users Connection Policy – (CRU/2025236)

Policy Summary

- 5.10.1. The CRU decision paper amends the grid connection criteria for new data centres and establishes a pathway for connection to the electricity grid, addressing supply issues and network constraints as well as promoting Ireland's renewable energy ambitions.
- 5.10.2. The connection policy requires the provision of additional dispatchable generation and is aligned with the principles of the National Biomethane Strategy, noting that there is an opportunity that some of this could be provided utilising indigenous biogas. It notes that the pace at which new electricity demand is being sought by data centres is faster than the pace of network infrastructure delivery and the development of new generation capacity. A different approach is taken depending on the category of data centre:

- Data centres below 1MVA are de-minimis level. In these cases, it is recommended that system operators should consider the location of the requested connection and whether it is constrained or unconstrained. It is within the SOs remit to determine whether a connection can or cannot be accommodated based on their assessment of each application. No other requirements apply to projects below the de-minimis level arising from this policy.
- Where Maximum Import Capacity (MIC) is equal to or above de-minimis and less than 10MVA, data centres must provide on-site generation registered as an auto producer which participates in the wholesale electricity market. A renewable energy requirement up to 80% of annual demand generated in the Republic of Ireland applies.
- Data centres with an MIC equal to or greater than 10MVA must provide dispatchable onsite or proximate generation and/or storage matching MIC (de-rated), separately connected and metered, and participate in the wholesale electricity market. A renewable energy requirement (up to 80% of annual demand generated in the Republic of Ireland) applies. The connection cannot be operational or ramp up to its full MIC without achieving delivery of associated onsite or proximate generation and/or storage.

Assessment

5.11. At the outset I would note the current legal challenge to the CRU Direction and the view of An Taisce that the LEU Connection Policy should not apply. Until such time as a judgement is issued, the provisions of the LEU Connection Policy would remain in force. That being said, the LEU Connection Policy applies only in certain circumstances. Primarily, the LEU Connection Policy applies to all data centres seeking to connect to the electricity network. More specifically, it applies to large energy users seeking new connections, an increase in MIC, or a variation to the Connection Agreement. As stated in Section 3.9.6 'This decision and new direction will apply to all new connection applications following publication of this decision. Applications received prior to the publication of this decision and currently being processed will continue to be processed under CRU/21/124.'

- 5.12. As set out previously, I am satisfied that the Applicant benefits from an existing Connection Agreement and that this agreement would apply to the proposed DC3 facility on the Applicant's existing data centre campus. The Applicant further submits that the MIC of 130MVA is sufficient to power the existing and proposed facilities and that no increase in import capacity or variation to the Connection Agreement would be required. On this basis, I consider that the LEU Connection Policy (CRU Direction 2025236) would not apply.
- 5.13. I note that the 2025 CRU Direction states that CRU/21/124 would apply to applications received prior to the 2025 CRU Direction. CRU/21/124 is considered in full in the main Inspector's Report and I would reiterate my view that, from the evidence available to me, the Applicant's connection agreement predates CRU/21/124 as well and as such the criteria contained therein for new connections would not apply. In conclusion, and notwithstanding the various points made in the observations to the Commission, I do not consider that the CRU Large Energy Users Connection Policy – (CRU/2025236) applies to the proposed development.

6.0 Recommendation

- 6.1. I recommend that the Commission grant permission for the proposed development, subject to conditions set out in the Main Inspector's Report (save where amended in this report, noting Condition 4), for the reasons and considerations set out below.

7.0 Reasons and Considerations

- 7.1. In coming to its decision, the Commission had regard to the following:

a) National Policy in particular:

- The National Planning Framework – Ireland 2040
- The Climate Action Plan 2024 and 2025
- The Government Statement on the Role of Data Centres in Ireland's Enterprise Strategy, July 2022

b) Regional Policy including in particular:

- The Regional Spatial and Economic Strategy for the Eastern and Midlands Region 2019-2031

c) Local Planning Policy including in particular:

- The provisions of the South Dublin County Development Plan, 2022- 2028

d) The following matters:

- the 'EE' (Enterprise and Employment) zoning objective that pertains to the majority of the subject site and the appropriate landscaping works proposed for the RU (Rural) zoning objective.
- the nature, scale, design of the development and the pattern of development within the immediate area.
- the nature of the site within an existing business park campus and the collocation of the proposed data centre on the same land holding as other GIL data centres.
- the proposal's general compliance with guiding principle of the Government Statement on the Role of Data Centres in Ireland's Enterprise Strategy, July 2022.
- the existing fixed connection to the national grid and the existing grid connection agreement with Eirgrid which includes a flexible demand arrangement.
- the Applicant's engagement with CPPAs including an existing signed PPA securing renewable energy.
- the overall design and layout of the development and the comprehensive landscaping scheme with extensive tree planting and the opening up of watercourses with potential for biodiversity net gain.
- the documentation and submissions of the Local Authority, the Environmental Impact Assessment Report and associated documentation and the mitigation and monitoring measures proposed.
- the submissions and observations made to An Coimisiún Pleanála in connection with the appeal.

- the likely consequences for the environment and the proper planning and sustainable development of the area in and the likely significant effects of the proposed development on European sites.
- the Inspector's Report and recommendation, including the examination, analysis and evaluation undertaken in relation to Environmental Impact Assessment and Appropriate Assessment.
- Information submitted by the Applicant in response to the notice issued under Section 132 of the Planning and Development Act, 2000, (as amended).
- Information submitted by all parties to the appeal in response to the notice issued under Section 137 of the Planning and Development Act, 2000, (as amended).

7.2. It is therefore considered that, subject to compliance with the recommended conditions, including a condition requiring the completion of further Corporate Power Purchase Agreements in advance of commencement of the development in order to secure appropriate and sufficient renewable energy supply, in addition to a condition requiring the use of HVO fuel or biodiesel for the backup generators, the proposed development would accord with European, national, regional and local planning and related policy, would not have an unacceptable impact on the landscape, visual, heritage or residential amenity of the area or of property in the vicinity, and would be acceptable in terms of water, utility, and drainage impacts. The proposed development would, therefore, be in accordance with the proper planning and sustainable development of the area.

Environmental Impact Assessment

- 7.3. The Commission completed an Environmental Impact Assessment of the proposed development, taking into account:
- a) the nature, scale and extent of the proposed development,
 - b) the Environmental Impact Assessment Report and supporting information
 - c) the submissions from the Applicant, the observers and prescribed bodies in the course of the application,

- d) the reports of the Planning Authority, and
- e) the Inspector's report.

7.4. The Commission considered that the Environmental Impact Assessment Report and supporting documentation adequately identifies and describes the direct, indirect, and cumulative environmental effects of the proposed development and that the information contained in the Environmental Impact Assessment Report complies with the provisions of EU Directive 2014/52/EU amending Directive 2011/92/EU.

7.5. The Commission was satisfied that the Inspector's Report sets out how these various environmental issues were addressed in the examination and recommendation which are incorporated into the Commission's decision. The Commission considered and agreed with the Inspector's reasoned conclusions, that the main significant direct and indirect effects of the proposed development on the environment are, and would be mitigated, as follows:

Transport

- Potential significant, indirect, short-term effects on the local road network arising from cumulative construction traffic potentially leading to HGV queuing in internal site roads.

Climate

- Indirect adverse moderate effects which would be classed as significant based on TII Guidance, related to the emissions from energy generated by the national grid to power the proposed development.

Noise and Vibration

- Direct significant to very significant negative short term noise effects arising for seven residential receptors along Baldonnell Road to the south of the site during the construction phase, which would be mitigated as much as practicable by a suite of appropriate construction phase management measures, adherence to best practice measures, and planning conditions.
- Direct significant negative noise effects during the operational phase as a result of use of the emergency back-up generators. This would apply to the hourly testing

once a month or rare use in emergency situations where there is a site black out. In both instances the effects would be very short term and, the context of testing, noise limits would remain in compliance with the Industrial Emissions Licence.

Population and Human Health

- Direct effect on air quality during the construction phase has the potential to be negative significant, and short-term in proximity to the works.

Biodiversity

- Negative, significant-likely, short term impacts on water quality to designated sites.
- On a precautionary basis, there is potential for significant impacts on the direct mortality of amphibians, bats, breeding birds and other mammals during the construction phase. In terms of foraging, there are potential significant effects on bats, breeding birds and other mammals and further significant impacts in terms of disturbance for birds.
- At operational stage, there would be potential significant effects with regard to disruption/displacement of species as a result of changes to the watercourse and the introduction of a step pool to address changes in levels.
- At operational stage there is the potential for significant adverse effects on the local bat population due to disturbance to foraging as a result of external lighting. With the exception of amphibians, further potential significant impacts could occur in terms of foraging

Water

- Potential significant and long-term effects in terms of hydromorphology associated with changes to waterbody morphology (depth, width, structure, substrate) and changes to the riparian zone structure as a result of works to reroute the watercourse through the site.

Archaeology, Architectural, and Cultural Heritage

- Direct negative, significant and permanent effects on archaeology during the construction phase as a result of earthworks and excavation.

Resource and Waste Management

- Potential for significant direct or indirect cumulative effects on resource and waste management during the construction phase.

Material Assets

- Potential negative, significant and long-term effects on power supply as a result of total annual energy consumption based on 100% IT load at 883GWh, having regard to the sensitive baseline environment as a result of energy demands in Ireland.
- Operationally, there is the potential for a negative, significant and long-term residual effect on power supply.

Major Accidents

- Potential significant effects with regards to major accidents in terms of structural damage/collapse, contamination, transport incidents, biosecurity, and industrial accidents.

8.0 Conditions

1. The development shall be carried out and completed in accordance with the plans and particulars lodged with the application, except as may otherwise be required in order to comply with the following conditions. Where such conditions require details to be agreed with the Planning Authority, the Developer shall agree such details in writing with the Planning Authority prior to commencement of development and the development shall be carried out and completed in accordance with the agreed particulars.

Reason: In the interest of clarity.

2. The period during which the development hereby permitted may be carried out shall be 10 years from the date of this Order.

Reason: Having regard to the nature of the development, the Commission considers it appropriate to specify a period of validity of this permission in excess of five years.

3. The Developer shall submit full details in relation to all external materials and finishes for written agreement of the Planning Authority. The submission shall provide for variations in cladding colour for the east and west elevations of DC3 and the FSA building.

Reason: In the interest of residential and visual amenity

4. Prior to the commencement of the operation of the development hereby permitted, the Developer shall submit details of a Corporate Purchase Power Agreement(s) that the Developer has entered into. The agreement(s) shall demonstrate that the energy demand of DC3 is offset with new renewable energy generation. Details shall be agreed in writing by the Planning Authority. For the avoidance of doubt, the CPPA(s) shall comply with the following:
 - a. the renewable energy projects shall not be supported by government, consumer or other public subsidies,
 - b. the new renewable energy projects shall be located in Ireland,
 - c. the new renewable energy generation shall relate to energy that is not being generated at the date of grant of this permission, and
 - d. The renewable energy generation covered by the CPPA/s shall be equal to or greater than the electricity demand of the DC3 data centre.

Reason: In the interests of sustainable development.

5. The mitigation measures identified in the Environmental Impact Assessment Report, the Natura Impact Statement, and other plans and particulars submitted with the planning application, shall be implemented in full in conjunction with the timelines set out therein, except as may otherwise be required in order to comply with the conditions of this permission.

Reason: In the interest of clarity and protection of the environment during the construction and operational phases of the proposed development.

5. Prior to the commencement of development, the Developer shall confirm via plans, drawings, and technical specifications, that the development will include the required infrastructure, installed to a connection point on the site boundary, to allow for a connection to a future district heating network. Details shall be submitted to and agreed in writing by the Planning Authority.

Reason: In the interest of sustainability.

6. The Developer shall engage a suitably qualified licence eligible archaeologist (licensed under the National Monuments Acts) to carry out pre-development archaeological testing in areas of proposed ground disturbance and to submit an Archaeological Impact Assessment report for the written agreement of the Planning Authority, following consultation with the National Monuments Service and the Department of Housing, Local Government and Heritage, in advance of any site preparation works or groundworks, including site investigation works/topsoil stripping/site clearance/dredging/underwater works and/or construction works. The report shall include an Archaeological Impact Statement and Mitigation Strategy. Where archaeological material is shown to be present, avoidance, preservation in-situ, preservation by record (archaeological excavation) and/or monitoring may be required. Any further archaeological mitigation requirements specified by the Planning Authority, following consultation with the National Monuments Service and the Department, shall be complied with by the Developer. No site preparation and/or construction works shall be carried out on site until the archaeologist's report has been submitted to and approval to proceed is agreed in writing with the Planning Authority. The Planning Authority, the National Monuments Service, and the Department shall be furnished with a final Archaeological Report describing the results of any subsequent archaeological investigative works and/or monitoring following the completion of all archaeological work on site and the completion of any necessary post-excavation work. All resulting and associated archaeological costs shall be borne by the Developer.

Reason: To ensure the continued preservation (either in situ or by record) of places, sites, features or other objects of archaeological interest.

7. The attenuation and disposal of surface water shall comply with the requirements of the Planning Authority for such works and services. Prior to the commencement of development, the Developer shall submit details for the disposal of surface water from the site for the written agreement of the Planning Authority.

Reason: In the interest of public health.

8. Public lighting shall be provided in accordance with a scheme which shall be submitted to and agreed in writing with the Planning Authority prior to the commencement of development.

Reason: In the interest of amenity and public safety.

9. Prior to the commencement of operations, a Mobility Management Plan (MMP) shall be submitted to and agreed in writing with the Planning Authority. This shall provide for incentives to encourage the use of public transport, cycling and walking by staff employed in the development.

Reason: In the interest of encouraging the use of sustainable modes of transport.

10. A detailed Construction Traffic Management Plan shall be submitted to, and agreed in writing with, the Planning Authority prior to commencement of development. The plan shall include details of arrangements for routes for construction traffic, parking during the construction phase, the location of the compound for storage of plant and machinery and the location for storage of deliveries to the site.

Reason: In the interest of sustainable transport and safety.

11. Site development and building works shall be carried out between the hours of 7am to 6pm Mondays to Fridays inclusive, between 9am to 2pm on Saturdays

and not at all on Sundays and public holidays. Deviation from these times shall only be allowed in exceptional circumstances where prior written agreement has been received from the Planning Authority.

Reason: To safeguard the amenity of property in the vicinity.

12. Prior to the commencement of development, the Developer or any agent acting on its behalf, shall prepare a Resource Waste Management Plan (RWMP) as set out in the EPA's Best Practice Guidelines for the Preparation of Resource and Waste Management Plans for Construction and Demolition Projects (2021) including demonstration of proposals to adhere to best practice and protocols. The RWMP shall include specific proposals as to how the RWMP will be measured and monitored for effectiveness; these details shall be placed on the file and retained as part of the public record. The RWMP must be submitted to the Planning Authority for written agreement prior to the commencement of development. All records (including for waste and all resources) pursuant to the agreed RWMP shall be made available for inspection at the site office at all times.

Reason: In the interest of proper planning and sustainable development.

13. Prior to the commencement of development, the Developer shall liaise with the Planning Authority regarding the Green Space Factor score for the proposed development. The developer shall submit to the Planning Authority for written approval an updated Green Space Factor proposal demonstrating compliance with the minimum score having regard to the relevant land use zoning. Should proposals to meet the requirements of the Green Space Factor require amendments to the landscaping scheme hereby approved then written approval from the Planning Authority for such amendments to the landscaping scheme shall be obtained prior to the commencement of development. In the event that the minimum Green Space Factor cannot be secure on-site then the developer will further liaise with the Planning Authority to explore alternative options for compliance including potential off-site solutions and partnership with local groups.

Reason: In the interest of visual amenity and to enhance the ecological value of the site.

14. The construction of the development shall be managed in accordance with a Construction and Environmental Management Plan, which shall be submitted to, and agreed in writing with, the Planning Authority prior to commencement of development. This plan shall provide details of intended construction practice for the development, including:

- a) Location of the site and materials compound(s) including area(s) identified for the storage of construction refuse;
- b) Location of areas for construction site offices and staff facilities;
- c) Details of site security fencing and hoardings;
- d) Details of on-site car parking facilities for site workers during the course of construction;
- e) Details of the timing and routing of construction traffic to and from the construction site and associated directional signage, to include proposals to facilitate the delivery of abnormal loads to the site;
- f) Measures to obviate queuing of construction traffic on the adjoining road network;
- g) Measures to prevent the spillage or deposit of clay, rubble or other debris on the public road network;
- h) Alternative arrangements to be put in place for pedestrians and vehicles in the case of the closure of any public road or footpath during the course of site development works;
- i) Details of appropriate mitigation measures for noise, dust and vibration, and monitoring of such levels;
- j) Containment of all construction-related fuel and oil within specially constructed bunds to ensure that fuel spillages are fully contained. Such bunds shall be roofed to exclude rainwater;
- k) Off-site disposal of construction/demolition waste and details of how it is proposed to manage excavated soil;

l) Means to ensure that surface water run-off is controlled such that no silt or other pollutants enter local surface water sewers or drains.

m) A record of daily checks that the works are being undertaken in accordance with the Construction Management Plan shall be available for inspection by the Planning Authority.

Reason: In the interest of amenities, public health and safety and environmental protection.

15. Prior to the commencement of development, the Developer shall enter into a Connection Agreement with Uisce Éireann to provide for a service connection to the public water supply and/or wastewater collection network.

Reason: In the interest of public health and to ensure adequate water/wastewater facilities.

16. The 45 no. standby generators shall be powered by renewable fuel sources and there shall be a restriction on the use of fossil diesel. Testing shall not exceed 100 hours per annum. Prior to the operation of the development, the Applicant shall submit to the Planning Authority, written confirmation of what renewable fuel source is to be utilised (i.e. HVO or other renewable diesels).

Reason: In order to power the proposed development through renewable energy.

17. The Applicant shall liaise with Parks and Public Realm Section and other relevant departments in relation to provision of Public Art.

Reason: In the interest of visual amenity and to accord with the policy of the current County Development Plan.

18. Prior to the commencement of development, the Developer shall liaise with the Irish Aviation Authority (IAA), Weston Airport, and the Department of Defence/Irish Air Corps at Casement Aerodrome with regard to the use of cranes during construction. Following consultation, a strategy shall be prepared

and agreed in writing by the Planning Authority prior to the use of any cranes on site.

Reason: In the interest of aviation safety and public safety.

19. Prior to commencement of development, the developer shall lodge with the Planning Authority a cash deposit, a bond of an insurance company, or such other security as may be acceptable to the Planning Authority, to secure the satisfactory reinstatement of the site upon cessation of the project coupled with an agreement empowering the Planning Authority to apply such security or part thereof to such reinstatement. The form and amount of the security shall be as agreed between the Planning Authority and the Developer or, in default of agreement, shall be referred to An Coimisiún Pleanála for determination.

Reason: To ensure satisfactory reinstatement of the site.

20. The Developer shall pay to the Planning Authority a financial contribution in respect of public infrastructure and facilities benefiting development in the area of the Planning Authority that is provided or intended to be provided by or on behalf of the authority in accordance with the terms of the Development Contribution Scheme made under section 48 of the Planning and Development Act 2000, as amended. The contribution shall be paid prior to commencement of development or in such phased payments as the Planning Authority may facilitate and shall be subject to any applicable indexation provisions of the Scheme at the time of payment. Details of the application of the terms of the Scheme shall be agreed between the Planning Authority and the Developer, or, in default of such agreement, the matter shall be referred to An Coimisiún Pleanála to determine the proper application of the terms of the Scheme.

Reason: It is a requirement of the Planning and Development Act 2000, as amended, that a condition requiring a contribution in accordance with the Development Contribution Scheme made under section 48 of the Act be applied to the permission.

I confirm that this report represents my professional planning assessment, judgement and opinion on the matter assigned to me and that no person has influenced or sought to influence me, directly or indirectly, following my professional assessment and recommendation set out in my report in an improper or inappropriate way.

Terence McLellan

Senior Planning Inspector

12th August 2026

